

1884-617 Chancery Causes: William Gobble vs. Jesse Osbourne
Lee Co.

CA-Contract Dispute
T-Property

To the Hon. John A. Kelly Judge of the Circuit
Court of Lee County Virginia:

Humbly complaining your Orator William
Gobble a citizen of said county of Lee would respectfully
show unto your Honor that about the month
of December 1881 he purchased by a parole agree-
ment of One Jesse Osborne his father in law
a certain piece parcel or tract of land containing
about 10 acres, lying and being in said county of
Lee, and on the Hickory Hill, in what is known as
the Blackwater Country: At the time of this purchase,
the particular boundaries were pointed out and
well understood by the said Osborne and your Orator.

By the terms of this purchase your Orator was to
pay said Osborne for said land the sum of Ten
dollars being one dollar per acre. And soon there-
after your Orator in conformity with his said purchase
paid to said Osborne each and every part of the
purchase price thereof according to the terms of said purchase.

At the time of this purchase the said Osborne put
your Orator into the possession of said land and ever entered
therein at once and has continued in the possession
thereof from the time of said purchase down to the

present time and is now in the free and undisturbed possession thereof, And during the time your Orator has thus held said land, he has enclosed the same or the principal part thereof by a new fence, cleared up and fitted a part thereof for cultivation, and has erected a small country house thereon.

Notwithstanding all this, Your Orator states that the said Jesse Osburn, refuses to make to him a deed of conveyance for said land on the ground as your Orator is informed that the law will not compel him so to do. Since said purchase and sale was not reduced to writing But Your Orator is advised that under the facts of the case, the law of the land will compel him to make ^{to Your Orator} a good and sufficient title and deed of conveyance for said land And to attain that end is the object of this suit. Your Orator therefore prays that said Jesse Osburn be made a party defendant to this bill and be required to answer the same fully and truly on oath. That on a hearing of the cause he be decreed to execute to your Orator a proper deed of conveyance for said land, and if in

wise Mistaken in this his special prayer. Then your
Orator prays for all general relief which it is meet
for a court of equity to grant him in the premises
May your Honors writ of *scire facit* directed to

H. J. Morgan for Petitioner

50
C 57.54
S 50
75.54

William Gobble H. J. M.

vs. } Bill

Jessie Osborne

1883 Sept. 25th Bill Filed

" Octo Rules Spd Ent Lodg.

" Nov. D. & Confid &

" Cause set for hearing.

" Nov. Term Continued

1884 Mr. Cont'd

15 Aug. Decree final

D. C. 1.41

Virginia,

To the Hon^{ble} Jas A Kelly Judge of the Circuit
Court of Lee county,

The answer & demurrer of Jesse Osbourne
to a bill filed in this Honorable Court against
him by Wm Gobbie, This responded says that
the plaintiffs bill is not sufficient in law to
call upon him to answer the same in this Hon-
orable Court, and of this he prays judgment &c.
But should other and further answer be requir-
ed, answering he says, that it is true that in order
to assist his daughter, the wife of the said plaintiff,
he did contract with the plaintiff to sell him the
small tract or parcel of land in the bill mentioned,
and at the price mentioned but This was, in-
tended more as an advancement to the wife
of the plaintiff than as a sale.

The Terms of said sale were as follows. Respond-
ent was to deed said land to the plaintiff who
was to permit respondent to have good road
through the land, free access to a spring on
the same, and was then never to sell it or put
any one else on it or in possession of
it without the consent of respondent,

Plaintiff was to have said Land surveyed at his own expense so that a deed correctly descriptive of the land might be prepared to this end respondent several times told the Plaintiff to get a surveyor and have the land surveyed. Respondent was at all times ready and willing to make the deed pursuant to the terms of the contract and he so informed the Plaintiff at various times but as before stated he would not have the land surveyed and refused to receive a deed pursuant to the contract.

Respondent will further show your Honor that Plaintiff has left the land, putting a man in possession of it without ever consulting respondent in any way.

Plaintiff has also by his fencing deprived respondent of a road or passway over said land, all of which is in direct contravention of the terms of contract by which said Plaintiff holds said

land. Respondent admits that ~~Deff~~
has fully paid for said land.

Respondent again reiterating his
willingness to make and execute
a deed to the Plaintiff in exact accord
ance with the terms of the contract
made between him and the Plaintiff
now prays to be hence dismissed,
with his costs.

Richard Duncan & Orr,
for Respondent,

Virginia Lee County to wit: -

This day Jesse Osburn personally
appeared before me, and made
oath in due form, that the facts stated
in the foregoing answer are true so far
as they depend upon his own knowledge
and that so far as they depend upon
information derived from others he believes
them to be true. Given under my hand this
20th November 1883. J. A. Hyatt
Clerk

Jesse Osborne
and 3 others
Wm Goble

Filed in open court
by leave thereof
this 24th Nov. 1883.
J. A. Hyatt
Clerk

Wm. Cobble

vs.

Jesse Osborne

Plff

Def

In Remembrance

The parties to this suit having mutually settled the matters of difference between ^{them} in this suit, by a writing filed in the cause dated March the 14th 1884 and marked (A B 6) On calling the cause on this day it was agreed by the parties that a decree be entered according to said agreement. Pursuant thereto it is adjudged ordered and decreed that the plaintiff surrender to the defendant all right title and claim which he may have to the 10 acres of land in the bill and proceedings mentioned, and in consideration thereof it is adjudged ordered and decreed that the defendant pay to the plaintiff \$50.00 with interest on \$10.00 part thereof from June the 1st 1884 and on \$40.00 the residue from March 14 - 1885 till paid and that said sum be treated as a Vendor's Lien on said land till the same is paid, that the two notes mentioned in said agreement when paid by the deft. to the plaintiff shall discharge and satisfy this decree. Each of said parties are decreed to pay their own costs and are hence dismissed and the cause stricken from the docket.

Wm. Gobbe

or } Deane final

Jesse Osburn

tered page 389

J. H. S. 11 20

Agnes Deane

Richard and Deane 1000

H. J. Morgan

Enter this

In Oct 10

Oct 20 1892

We William Gobble & Jesse Ausburn
this the 14th day of March 1884. have
this day Agreed between ourselves and
do hereby Agree and bind ourselves to
draw our suit that is now pending
in the Chancery Court of Lee County
Virginia wherein the said Gobble is
Complainant, and the said Jesse Ausburn
Defendant. That is to say, the said
parties have agreed and hereby bind
themselves to each of them to pay their
own costs that have now, and will
accrue. And that the said Jesse Ausburn
agrees and binds himself to pay the
sum of fifty Dollars to be stipulated
in two notes one of ten dollars due
in three months from this date, and
forty dollars due in twelve months
from date. And the said William
Gobble for the consideration of the said
sums above stipulated agrees and binds
himself to give up all claims whatsoever
pertaining to said lands, and hereby releases
and relinquishes every part and particle
of said claims whatsoever. And agrees that
the Defendant may retain his own right
in the premises. but it is further understood
and agree that the said William Gobble

retains a vendors lien on said lands for
the said sums stipulated in the above
agreement, And we further agree that
James M. Moore Esq. holds this agreement
until the matters named in said writings
is fully accomplished, In witness our
hands, and signatures, March 14th 1884

Attest

Geo. M. Lee
Jas. M. Moore

Leah Hubbard
Wm Galbreath

William Goble Esq
Jesse Austin Agent -
New Brunswick

(A136)

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon

Jessie Osbourne

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

October

next being rule day to answer a bill in Chancery exhibited in our said Court against

him

by

Wm Gobble

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This

25th

day of

September

1883

, in the 108

year of the Commonwealth.

J A G Hyatt

Clerk.

(H. J. M)

Ym Goble
vs 3 Spain Chcy
3
Jesse Osbourne

Lo October Rules 1883.

Executed by delivering
an office copy of the
within Spa, Sept
29th 1883.

R. D. Flanery S. L. C.

Standing No.

—IN—

LEE CIRCUIT COURT.

[illegible]

Reference Docket Page 33 Line 14

1st calling.....Term 188---

Decided August Term 1884

1410